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|  | Our Reference: 703860450 |
|  |  |
|  | Date: 23 May 2022  |
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|  |  |

Dear Sir/Madam,

Invitation To: Tender Reference Number: 703760450 Purchase of Small Electric Vehicles for British Forces Cyprus (BFC)

1. You are invited to tender for the Purchase of Small Electric Vehicles for BFC in accordance with the attached documentation.

2. The anticipated date for the contract award decision is 21 June 2022, please note that this is an indicative date and may change.

3. You must submit your Tender via the Defence Sourcing Portal (DSP) no later than 07 June 2022 13:00:00 EET

Yours faithfully

R.Pingel

Rachael Pingel

UK Strategic Command - Commercial Officer

**Invitation to Tender**

**For**

**703860450**

**Purchase of Small Electric Vehicles for British Forces Cyprus (BFC)**

**Table of Contents**

This invitation to tender sets out the requirements that the Tenderers must meet to submit a valid Tender. It also contains a draft Contract.

This invitation consists of the following documentation:

* Statement of Requirements
* DEFFORM 47R – Special Notices and instructions to Tenderers
* SC1A Invitation to Tender – Less Complex Requirements – Competitive Procurement
* Annex A – Offer
* Annex B – Tender Evaluation Criteria
* Purchase Order, including the Schedule of Requirements
* DEFFORM 68 (see Clause 9 of Terms and Conditions)
* MOD Terms and Conditions for Less Complex Requirements

The Tenderer must upload the following documentation in support of their tender return on the Defence Sourcing Portal (DSP):

* Completed Annex A to this ITT
* Completed Purchase Order, including the Schedule of Requirements
* Completed DEFFORM 68
* Completed Statement Relating to Good Standing (held on the DSP)

**Statement of Requirements**

The Authority requires up to four small electric vehicles to be delivered to BFC by 30 November 2022.

All requirements listed in the SOR below are Mandatory unless labelled with (Desirable).

|  |
| --- |
| **Small Electric Vehicle** |
| **Plug-in electric vehicles suitable for the movement of Driver and 1 passenger for short journeys** |
| **Ser.** | **REQUIREMENT** |
| **1** | **Vehicle Order and Supply** |
| a. | Vehicles shall comply with the current UK & EU legislation including the European Community Whole Vehicle Type Approval (ECWVTA). |
| b. | A Certificate of Conformity shall be supplied for each vehicle supplied to the Authority. |
| c. | The proposed vehicle shall meet relevant Republic of Cyprus Transport Regulations and be capable of operating in all environment Conditions experienced within the Republic of Cyprus.  |
| d. | The vehicle shall be provided with a documented Legislative Compliance Assessment which shall detail how the vehicle is compliant with construction and use and health safety and environmental regulations applicable to the vehicle type.  |
| e. | The vehicle shall be delivered in a condition to allow immediate use by the Authority.  |
| **2** | **Standard Specifications** |
| a. | Body Style | Car Small |
| b. | Economic Commission for Europe (ECE) classification Group | M1 |
| c.  | Right Hand Drive  | To be provided  |
| d. | Minimum number of doors | 2 |
| e. | Transmission | Auto/1 speed |
| f. | Drive | 2 WD |
| g. | Locking & Key Requirement | All doors to have central locking both from master switch and a minimum of two remote keys fobs. |
| h. | Fuel Type | Plug-in Electric |
| i. | Electric motor minimum power (kwh) | 39 kwh minimum |
| j. | Minimum electric range (Kilometres) | 100km |
| k. | Charging | Able to take a charge between 7kw and 22kw, mode three, phase three |
| l. | Charging cable | To be provided - three phase charging cable, type two socket |
| **3** | **Safety** |
| a. | Airbags | Front Driver & passenger airbags |
| b. | Driver Assistance | ESP, PAS, ABS |
| c. | Parking Assistance | Minimum Rear Parking Sensors |
| d. | Spare Wheel | Spare tyre including jack and wheel brace or OEM repair kit to be provided |
| e. | Dimension Signage | Vehicle shall have external dimension signage easily visible in the cab area for the Driver  |
| f. | 3-point seat belts for driver and all passengers | To be provided |
| **4** | **Key Dimension & Capacities**  |
| a. | Dimensions Minimum (LxWxH) | 2.6x1.6x1.5m |
| b. | Wheelbase minimum | 1.8m |
| c. | Kerb Weight | 1000 – 2000kg |
| **5** | **Interior Features** |
| a. | A/C or Climate Control | To be provided |
| b.  | Speedometer | Capable of indicating speed in km per hour (essential). Dual - miles per hour (desirable) |
| c. | Electric Front Windows | To be provided |
| d. | 12v Auxiliary Power in Drivers Area | To be provided |
| e. | USB Charging Port in Drivers Area | To be provided |
| f. | Adjustable steering column | To be provided |
| g. | OEM Standard Radio/Media/Entertainment System | To be provided |
| **6** | **Exterior Features** |
| a. | Paint Colour | Any |
| b. | Paint Type | Metallic (desirable) |
| c. | Roof | Solid Roof (no panoramic glass or sunroof) |
| d. | Wheels | Any |
| **7** | **Delivery & Inspection**  |
| a. | Overseas Contractors  | Delivery to Limassol New Port. Vehicles shall be labelled as below for delivery documentation: COSU JMETS VSSC/O JSPURAF AkrotiriBFPO 57NOTIFY PARTY: CPPC Logistic Group of CompaniesC/O JSPU Shed 2 Limassol’s New Port 3054 Limassol Cyprus Tel: 00357 2582 7132Fax: 00357 2582 7121Email: sp@cppcgroup.com Freight must not be directly addressed to CPPC Logistics Group or any third-party handling agents as this will incur delays and additional costs. Contractors will be liable for any costs incurred due to incorrect labelling. A draft seaway bill must be sent to CPPC Logistics Group prior to shipping for their input and approval where required.  |
| b.  | Local Contractors | Contractors based in Cyprus must register the vehicles in the Republic of Cyprus to “British Forces Cyprus” and provide delivery to: COSU JMETS VSS, RAF Akrotiri.Registration to British Forces Cyprus and road tax of vehicles supplied locally is free. |
| c.  | Receipt inspection. | Upon receipt of vehicles the Authority's agents will carry out an initial receipt inspection within 48 hours of vehicle receipt (excluding weekends/BH). The Contractor or his agents shall be required to rectify, at their own expense and with no additional cost to the Authority, any defects which are found during this inspection. Such work shall be conducted within 48 hours (excluding weekends/BH). |
| d. | Delivery Timescales | Contractors are required to deliver vehicles to BFC, in Cyprus by 30 November 2022. Contractors must provide a firm delivery date based on a contract award decision of 21 June 2022.  |
| **8** | **Warranty, Servicing & Repair Under Warranty** |
| a. | Manufacturer’s warranty for all vehicles supplied to the Authority | To be provided. The Contactor must be able to carry out a physical vehicle inspection within 3 working days of any fault reported under warranty. |
| b. | Vehicle Warranty Duration | Minimum 3 years and 100,000 Kms of vehicle operation, whichever is reached first. |
| c. | Battery Warranty Duration  | Minimum of 8 year / 100,000km battery warranty. |
| d. | Battery Life Warranty | Battery degradation should not exceed less than 70% of maximum capacity within warranty period.  |
| e.  | Equipment Recalls. | Repairs required as a result of recall action by the manufacturer or manufacturer advertised defects shall be carried out as warranty repairs at no cost to the Authority and with no lifetime or mileage limitations. |
| f. | Manufacturer's servicing requirements & schedules. | To be provided to the Authority prior to vehicle delivery.  |
| g. | Repair warranty. | All repairs conducted by the Contractor or his agents under warranty must be guaranteed for a minimum period of 12 months or 32,000 Km.  |
| h. | Technical visits.  | The Authority reserves the right to carry out technical visits, in liaison with the Contractor, of proposed repair locations to ensure that they are suitable for purpose of repairing vehicles on behalf of the Authority for works required under warranty or recall.  |
| i. | Repair location. | The Contractor or his agents shall be liable for the safety and security of the vehicle from receipt until collection by the Authority. |
| **9** | **Spare Parts** |
| a. | Spares availability.  | Confirmation that spare parts for any vehicle supplied to the Authority shall be available for a minimum period of 10 years, from the date of the final vehicle. |
| b. | Spares standards | All spares used must be to the OEM specification. |
| **10** | **Volumes**  |
| a. | Vehicle Quantity  | The Authority intends to purchase a maximum of four vehicles, however, quantities ordered will be dependant on the availability of the successful supplier. The supplier must confirm how many vehicles it has available for the purposes of this contract noting the requirement for delivery by 30 November 2022. |
| **11** | **Tender - Supporting Evidence**  |
|   | Vehicle information/specification sheet | To be provided. Evaluators will use this to substantiate Yes/No answers given as part of the Tenders submission.  |

**DEFFORM 47R (SC1A)**

**Edition 12/16**

**Invitation to Tender**

**Standardised Contracting Template 1A - Special Notices and Instructions to Tenderers**

1. The contents of this invitation to tender must not be disclosed to un-authorised persons and must be used only for the purposes of tendering.
2. In addition to the Notices and Instructions specified elsewhere in the Invitation to Tender (ITT) the following shall also apply:
	1. Your Tender must be written in English, using Arial font size 11. Prices must be in €EUR ex VAT. Prices must be firm. Payment of any resultant contract will be made in €EUR only.
	2. To assist the Authority’s evaluation, you must set out your Tender response in accordance with Section D (Tender Evaluation).
	3. **Validity** - Your Tender must be valid and open for acceptance for thirty (30) calendar days from the Tender return date. In addition, the winning Tender must be open for acceptance for a further thirty (30) calendar days once the Authority announces its decision to award the Contract. In the event that legal proceedings challenging the award of the Contract are instituted, before entry into Contract, you must hold your Tender open for acceptance during this period, and for up to fourteen (14) calendar days after any legal proceedings have concluded.
	4. **Timetable** - The key dates for the procurement are currently anticipated as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Stage** | **Date and Time** | **Responsibility** | **Submit to:** |
| Issue of Invitation to Tender | Monday 23 May 2022 | The Authority | Defence Sourcing Portal  |
| Final date for Clarification Questions/Requests for additional information | Tuesday 31 May 2022 13:00 EET | Tenderers | Defence Sourcing Portal |
|   |
| The Authority issues Final Clarification Answers | Wednesday 01 June 2022 | The Authority | All Tenderers via the Defence Sourcing Portal  |
| Tender Return | Tuesday 07 June 202213:00 EET  | Tenderers | Defence Sourcing Portal |
| Tender Evaluation | Wednesday 08 June 2022 onwards  | The Authority | N/A |

* 1. **Clarifications** - The Authority will automatically copy clarification questions and answers to all Tenderers, removing the names of those who have raised the clarification questions. If you wish the Authority to treat the clarification as confidential and not issue the response to all Tenderers, you must state this when submitting the clarification question and provide justification. If in the opinion of the Authority, the clarification is not confidential, the Authority will inform the Tenderer, who will have an opportunity to withdraw the question. If the clarification question is not withdrawn, the response will be issued to all Tenderers.
	2. **Tender Return** - The Authority may, in its own absolute discretion extend the deadline for receipt of tenders and in such circumstances the Authority will notify all Tenderers of any change.

**SC1A ITT - Competitive**

**Contents**

**SC1A ITT Comp**

**(Edn11/21)**

**Ministry of Defence**

# Invitation to Tender (ITT)

# Less Complex Requirements

# (Competitive)

|  |
| --- |
| ITT Reference No: 703860450ITT Title: Purchase of Small Electric Vehicles for British Forces Cyprus ITT Issue Date: 23 May 2022 Due for return by (Due Date): 07 June 2022 |
| From:MOD Commercial BranchUK Strategic CommandAddress: Commercial Branch C Block HQ BFC BFPO 53MOD Commercial Officer: Rachael Pingel Tel No: 00357 2596 2250 Email: UKStratCom-ComrclD08@mod.gov.uk  |

## Notices to Tenderers

1. You are invited to Tender, in accordance with the following Conditions, for the supply of Deliverables detailed in the accompanying ITT Material. **The issue of an ITT is not a commitment by the Secretary of State for Defence - ‘the Authority’ - to place an order as a result of the tendering exercise or at a later stage. Any expenditure, work or effort undertaken prior to an offer of contract and acceptance thereof, is a matter solely for the commercial judgement of your company. The Authority reserves the right to:**
	1. undertake an iterative tendering process following receipt of the Tender;
	2. waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Authority;
	3. seek clarification or documents in respect of a Tenderer's submission;
	4. disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;
	5. disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender, expression of interest, the PQQ or the Tender process;
	6. withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis;
	7. choose not to award any Contract as a result of the current procurement process; and / or
	8. make whatever changes it sees fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

### Publicity Announcement

1. Tenderers are advised that the MOD may wish to publicise the award of the Contract for the requirement described in the Schedule of Requirements in the attached Purchase Order.
2. Any Tenderer who wishes to make a similar announcement, either coincident with or subsequent to the MOD's announcement, should contact the Authority’s Representative (Commercial Officer) named in the Purchase Order. The content of any announcement a successful Tenderer may wish to make must be cleared in writing and in advance by the MOD Authority’s Representative (Commercial Officer) named in the Purchase Order who shall liaise with the MOD Security branch responsible for clearance of publicity material for open publication.
3. If the notice inviting Tenders was advertised in Contracts Finder, the MOD will publish the following information on the Contract awarded unless the MOD decides that there are specific and valid reasons for not doing so:
4. Contractor’s Name;
5. Nature of the Deliverables to be supplied;
6. Award criteria;
7. Rationale for Contract award;
8. Total price of the Contract awarded.
9. Under no circumstances should a successful Tenderer(s) confirm to any third party the fact of their acceptance of an offer of Contract prior to informing the MOD of their acceptance, and / or ahead of the MOD's announcement of the award of Contract.

### Codes of Practice

1. The attention of Tenderers is drawn to the agreements that have been reached by the MOD / Industry Commercial Policy Group (CPG) on Codes of Practice. The Codes of Practice are intended to demonstrate a commitment by the MOD and its suppliers to the establishment of better working relationships in the supply chain, based upon openness and trust. The opportunity also exists for Tenderers to advertise any subcontracts valued at over £10,000 in the Defence Sourcing Portal and further details can be obtained directly from: [https://www.gov.uk/guidance/subcontract-advertising](https://eur01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.gov.uk%2Fguidance%2Fsubcontract-advertising&data=04%7C01%7CLee.Sharp108%40mod.gov.uk%7Caf2ac9fa450945ae804a08d89ac818c4%7Cbe7760ed5953484bae95d0a16dfa09e5%7C0%7C0%7C637429531477119557%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C1000&sdata=hZGNKKkNFGzPo9Y7lKt9JVZi1e%2Bu3QkJoZ7DAwOuXE4%3D&reserved=0). This process is managed by the Strategic Supplier Management team who can be contacted at: DefComrclSSM-Suppliers@mod.gov.uk.

### Submission of Tender

1. Your Tender must be submitted electronically via the Defence Sourcing Portal no later than the date and time stated above. The Authority reserve the right to reject any Tender received after the stated date and time.  Hard copy, paper or delivered digital Tenders (e.g. DVD) are no longer required and will not be accepted by the Authority.
2. You must ensure that your completed SC1A ITT Comp Annex A is signed, scanned and uploaded to the Defence Sourcing Portal, with the SC1A Purchase Order and Schedule of Requirements as a PDF. Your Tender must be compatible with MSWord and other MSOffice applications.
3. Tenderers must ensure they are registered on the Defence Sourcing Portal in order to submit their Tender response. A supplier registration guide and a supplier user guide are available on the Defence Sourcing Portal landing page.
4. The Defence Sourcing Portal is security accredited to OFFICIAL-SENSITIVE. Material that is protectively marked above this classification must not be uploaded. Please contact UKStratCom-ComrclD-08@mod.gov.uk if you have a requirement to submit documents above OFFICIAL SENSITIVE.
5. You must not upload any ITAR or Export Controlled information as part of your Tender or ITT documentation into the Defence Sourcing Portal. You must contact UKStratCom-ComrclD-08@mod.gov.uk to discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the Authority.
6. If you have any difficulty accessing the Defence Sourcing Portal or if you have any questions with regards to the tendering exercise itself, please contact the MOD Commercial Officer named above.
7. Any request for an extension of the period for tendering must be submitted on the DSP at least four (4) Business Days before the Tender return date. Any extension will be at the sole discretion of the Authority and if granted will be granted to all Tenderers. All correspondence connected with your Tender which requires attention before the Tender return date, or communications stating that no Tender will be submitted, must be submitted on the DSP. **This procedure is designed to preserve equity between Tenderers by ensuring that no premature disclosure of Tender details can take place.**
8. **No useful purpose is served by enquiring about the result of this ITT.** Tenderers will be notified of the Authority’s decision as early as possible.

### Formation of Contract

1. Once the evaluation process has been completed, the Tenderers will be notified of the outcome of the competition and the name of the successful Tenderer. The Authority’s Representative (Commercial) stipulated on the Purchase Order will accept the successful Tender by signing and dating Part B of the Offer and Acceptance box of the Purchase Order and dating Part C to signify the Effective Date i.e. the date of the Contract. The Effective Date shall be no earlier than the date of acceptance of the Tender and shall allow a reasonable time for the acceptance to be communicated to the Contractor. One copy of the completed Purchase Order will then be returned to the Contractor to be attached to their copy of the Terms and Conditions.

### Instruction to Tenderers

1. **Small and Medium-sized Enterprises** The Authority is committed to supporting the Government’s small and medium-sized enterprise (SME) policy, and we want to encourage wide SME participation throughout our supply chain. Our goal is that 25% of MOD spending should be spent with SMEs by 2020; this applies to the money which the MOD spends directly with SMEs and through the supply chain. The Authority uses the European Commission definition of an SME.

A key aspect of the Government’s SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their sub-contractors are encouraged to make their own commitment and register with the [Prompt Payment Code](https://www.smallbusinesscommissioner.gov.uk/ppc/).

Suppliers are also encouraged to work with the Authority to support the Authority’s SME initiative. Information on the Authority’s purchasing arrangements, our commercial policies and our SME policy can be found at [Gov.UK](https://www.gov.uk/) and the DSP.

1. **Price** In order to facilitate the comparison of Tenders, the prices quoted for the Deliverables and Packaging must reflect the terms of the Purchase Order and be set out in strict accordance with the requirements of the Schedule to Purchase Order.
2. **Orders for Parts of the Tender** The Authority reserves the right, **unless the Tenderer expressly states that parts of the Tender may not be accepted separately in their Tender**, to order some or all of the Deliverables stated in the Schedule to the Purchase Order.
3. **Alternative Conditions** The Tenderer shall comply with the notices and instructions set out in this ITT and submit a Tender compliant with the MOD Terms and Conditions for Less Complex Requirements. Any offer made subject to additional or alternative contractual conditions will not be considered and will be rejected on the grounds of those conditions alone.
4. **Tender Evaluation** The Tender evaluation shall be carried out in accordance with the Evaluation Criteria stated in the ITT Tender documentation. **The Authority can only evaluate those things stated in your Tender.**
5. **Alteration to Purchase Order** Any alteration to the Purchase Order suggested by the Tenderer e.g. an alternative Delivery offer, should be effected by striking through the original entry and inserting the alternative adjacent to it. The Tenderer's attention is, however, drawn to paragraphs 3 to 5 above.
6. **Completion of Tender**
	1. In the event of a Deliverable appearing more than once in the attached Schedule of Requirements, whether separately or as part of an assembly, the Tenderer is requested to quote on the basis of the total quantity for that Deliverable.
7. **Tenders for Selected Deliverables** – Not used.
8. **Bid costs** The Tenderer will bear all costs associated with preparing and submitting their Tender. If the Tender process is terminated or amended by the Authority, the Tenderer will not be reimbursed.
9. **ITT Material**
	1. ITT Material means information (including for example, drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings, in whatever form or medium, patterns and samples) issued to you by the Authority or on its behalf, or to which you have been given access, for the purposes of responding to this ITT. ITT Material remains the property of the Authority or other owners and is released solely for the purpose of tendering. The Tenderer shall notify the Authority’s Representative (Commercial Officer) without delay if any additional ITT Material is required for the purpose of tendering. The Tenderer shall be responsible for the safe custody and due return of ITT Material, and shall be responsible for all loss or damage sustained while in their care, and until re-delivered to the Authority.
	2. **Destruction of ITT Material** You must immediately confirm destruction of (or in the case of software, that it is beyond use) all ITT Documentation, ITT Material and derived information of an unmarked nature, should you decide not to respond to this ITT, or you are notified by the Authority that your Tender has been unsuccessful.
	3. **Intellectual Property Rights in ITT Material** The Intellectual Property Rights in ITT Material may belong to the Authority or a third party. The ITT Material may only be used for the purpose of responding to this ITT and shall not be copied or disclosed to anyone other than employees of the Tenderer involved in the preparation of the Tender, without the prior written approval of the Authority. If the Tenderer discloses the ITT Material other than to employees involved in the Tender preparation, or uses the ITT Material other than for the purpose of tendering, the Authority, or the third party owner, may suffer damage for which compensation may be sought from the Tenderer.
	4. **Confidentiality Agreements** Some or all of the ITT Material issued in connection with this ITT may already be the subject of Confidentiality Agreements. The provisions of such agreements are in addition to, and not in substitution for, any obligations arising from receipt of or access to ITT Material under the terms of this ITT, and the provisions of sub-paragraphs 10.a - c above.
10. **Samples**
	1. Where it is indicated in Annex B that samples may be required for evaluation, the Tenderer must be prepared to submit them without charge. Samples should be clearly labelled with the following particulars:
		1. The Tenderer's name and address.
		2. The ITT Reference Number and Tender return date.
		3. Description and Item Number as shown in the Schedule to the Purchase Order.
	2. **The Authority shall retain all samples for twelve (12) months.** After this period the Authority shall destroy the samples unless you specifically state you require their return. The sample of any subsequent contracts shall be kept indefinitely.
11. **Notification of Inventions etc.**

a. The Tenderer acknowledges that their prices shall include the use of any intellectual property rights which they own or control to the extent that their use is required for the performance of any resultant Contract. The Tenderer also acknowledges that their prices include subsequent use by the Authority of anything delivered under the Contract.

b. In their Tender the Tenderer shall notify the Authority of:

* + 1. any invention or design the subject of patent or registered design rights (or application therefore) of which the Tenderer is aware, and;
		2. any other restriction (including any export requirement or restriction) as to disclosure or use or obligation to make payments in respect of intellectual property (including technical information) to which the Tenderer is subject, and;
		3. any allegation of infringement of intellectual property rights made against the Tenderer;

which pertains to or appears to be relevant to the performance of any resultant Contract or to subsequent use by the Authority of anything required to be done or delivered under any resultant Contract.

c. The Tenderer shall, at the request of the Authority, give the Authority particulars of every restriction and obligation referred to in sub-paragraph 12.b.(2). above.

d. If the information required under this Paragraph 12 has been provided previously, the Tenderer may satisfy these requirements by giving details of the previous notification.

1. **Ozone Depleting Substances** The Tenderer must state whether the Contractor Deliverables or any item provided in accordance with the Terms and Conditions of the Contract (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009, as it applies in Great Britain as retained EU law, and as it applies in Northern Ireland directly.
2. **Hazardous Deliverables and Substances** It is a condition of this ITT that where the ITT calls for, or the Tenderer proposes, the use of Hazardous Deliverables or substances, the Tenderer shall provide with his Tender a completed Safety Data Sheet in accordance with Clause 9 of the Terms and Conditions. Failure to comply fully with this condition may result in the Tender being deemed non-compliant thus rendering it ineligible for further consideration by the Authority.
3. **Elimination Of Asbestos** It is a condition of this ITT that the Deliverables shall not incorporate asbestos of any kind. The Tenderer will confirm this by signing and returning the Tender form at Annex A to this ITT as part of their Tender.
4. **Transparency, Freedom of Information and Environmental Information Regulations**
	1. Tenderers should be aware that, if they are awarded the Contract, the content of the Contract may be published by the MOD to the general public in line with government policy set out in the Government’s [Transparency Principles](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/996599/2021-06-22_Transparency_Principles_-final__3_.pdf).
	2. Before publishing the Contract, the MOD will redact any information which would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 (“the FOIA”) or the Environmental Information Regulations 2002 (“the EIR”).
	3. The FOIA and the EIR provide a more general statutory right of access to information held by or on behalf of public authorities, including information provided by third parties such as suppliers. This right of access is subject to a number of exemptions, including confidential information and commercially sensitive information. Further details of MOD policy on FOIA and EIR can be found on Knowledge in Defence (KiD) (https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm click on "Commercial Toolkit" then "MOD Commercial Management" then "Freedom of Information").
	4. In order to assist the MOD in applying the exemptions in the FOIA and the EIR, Tenderers should complete the appropriate Tenderer’s Commercially Sensitive Information box in the Purchase Order, explaining which parts of their Tender they consider to be sensitive or confidential. Tenderers are also requested to include in the box the details of a named individual who may be contacted with regard to this information.
	5. Tenderers should note that, while their views will be taken into consideration, the ultimate decision whether to publish or disclose information provided to the MOD lies with the MOD. Tenderers are advised to give as much detail as possible on the Form. It is highly unlikely that a contract will be exempt from disclosure in its entirety. Should the MOD decide to publish or disclose information against the wishes of a Tenderer, the Tenderer will be given prior notification.
5. **Consultation with Credit Reference Agencies** The Authority may consult credit reference agencies to assess the creditworthiness of a Tenderer. Information on creditworthiness may be used by the MOD to support and influence decisions to enter into business with a Tenderer.
6. **Conflicts of Interest**
	1. MOD policy states that it is sometimes in the MOD’s wider business interests to allow suppliers to operate on both the client and supply side. Conflicts of Interest (CoI) can occur outside of direct commercial relationships between the MOD and its suppliers and therefore all personnel involved in acquisition (both Authority and Tenderer) should be familiar with the Conflicts of Interest Commercial Policy Statement (CPS).
	2. Accordingly, Tenderers shall notify immediately the Authority of any current or potential CoI relating to the requirement and shall give particulars of every instance.
	3. Where the Authority permits the Tenderer or any entity within the Tenderer’s potential supply chain or any entity providing advisory services to the Tenderer or its potential supply chain to work on both the client and supply side, the Contractor shall, as a legally binding agreement or Condition of Contract, be required to:
		1. Adopt a formally agreed, legally binding, Compliance Regime (CR) between the Authority and the Contractor. This shall include but not be limited to:
			1. Manner of operation and management;
			2. Roles and responsibilities;
			3. Standards for integrity and fair dealing;
			4. Levels of access to and protection of competitors sensitive information and Government Furnished Information;
			5. Confidentiality / Non-Disclosure Agreements (NDA’s)(e.g. DEFFORM 702);
			6. The Authority rights of audit;
			7. Physical and Managerial separation.
		2. Identify potential or actual Conflicts of Interest;
		3. Investigate breaches.
7. **Canvassing** Any Tenderer who directly or indirectly seeks to persuade any officer, member, employee, or agent of the MOD concerning this procurement except by responding to this ITT or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent of the MOD concerning any other Tenderer, Tender or proposed Tender concerning this procurement before the end of the selection process will be disqualified from consideration for this procurement.
8. **Collusive Behaviour** The Tenderer’s attention is drawn to the requirements of the Competition Act 1998, Part 1. Any Tenderer found to have been part of a ‘Concerted Practice’ or ‘Agreement’, the purpose of which was to prevent, restrict or distort competition, shall be disqualified from consideration from this procurement. Disqualification will be without prejudice to any to any civil remedy available to the Authority or criminal liability which the conduct of the Tenderer may attract.
9. **Bribery** Any Tenderer who offers to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done, any act or omission concerning this Tender shall be disqualified. Disqualification will be without prejudice to any to any civil remedy available to the Authority or criminal liability which the conduct of the Tenderer may attract.
10. **Authority Remedies for Breach of Contract** Tenderers should be aware of the contractual remedies set out at Clause 17 of the Terms and Conditions of the Contract which may apply in the event of a breach of contract by the Contractor. Damages for breach of contract are not limited under the Contract. However, Tenderers should also note under Clause 17 that in exercising its rights and remedies under the Contract the Authority must act in a reasonable and proportionate manner having regard to the nature and consequences of the breach of contract. If Tenderers are unsure about the potential liability under the Contract, they should seek advice as appropriate.
11. **Confidential Information.** All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government,  in particular, they report to the Cabinet Office and HM Treasury for all expenditure,  Further , the Cabinet Office has a cross-governmental role delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice.

For these purposes, the Authority may share within Government any of the Contractor’s documentation / information (including any that the Contractor considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Contractor to the Authority during this Procurement.  The information will not be disclosed outside Government. Contractors taking part in this competition must identify any sensitive material in the DEFFORM 539A and consent to these terms as part of the competition process.

24. **Cyber Essentials Accreditation** For all new requirements advertised from 1st January 2016 which entail the transfer of MOD identifiable information from customer to supplier or the generation of information by a supplier specifically in support of the MOD contract, MOD will require suppliers to have a Cyber Essentials certificate by the contract start date at the latest, and for it to be renewed annually. This requirement must be flowed down the supply chain.

In this context ‘information’ means any information in any written or other tangible form disclosed to one party by or on behalf of the other party under or in connection with the Contract, including information provided in the Tender or negotiations which preceded the award of the Contract.

Please notify the Authority as soon as you become aware of any issues with Supply Chain ability to comply with Cyber Essentials.

**Annex A**

**SC1A ITT Ref No 703860450**

**Ministry of Defence**

# TENDER

**To the Secretary of State for Defence (hereinafter called "the Authority")**

The undersigned Tenderer having read the Invitation to Tender – Less Complex Requirements – Competitive Procurement and accompanying Conditions of Contract, offers to supply the Deliverables (to the extent which the Authority may determine in ordering the Deliverables ) at the price or prices and at the time or times stated and in accordance with any drawings and / or specifications stated in the Purchase Order and subject the above mentioned MOD Terms and Conditions..

The following additional information is provided:

|  |
| --- |
| **Notification of Inventions** |
| Please state below details invention or design, other restriction and any allegation of infringement specified in Paragraph 12.b and 12.d (continue on a separate sheet if necessary). **[SUPPLIER TO POPULATE]** |
| **Ozone Depleting Substances**  |
| Please state below details of the use of substances specified in Paragraph 13, or state “NIL RETURN” (continue on a separate sheet if necessary). **[SUPPLIER TO POPULATE]** |
| **Asbestos** |
| By signing this Offer, the Contractor confirms that the Deliverables do not incorporate asbestos as specified in Paragraph 15 |
| **Premises where Contract will be performed (if applicable)** |
| The Deliverables, or any part of them supplied under this Contract resulting from this Tender will be manufactured and or bought in from premises detailed below:**[SUPPLIER TO POPULATE]** |
| **Value of Tender (excluding VAT)** |
| Total cost of Deliverables, including packaging, required computed at the Tenderer's quoted price €**[SUPPLIER TO POPULATE]**Total value of Tender (to be repeated below in WORDS) €**[SUPPLIER TO POPULATE]**(WORDS: **[SUPPLIER TO POPULATE]**) |
| **Value Added Tax** |
| If registered for Value Added Tax purposes, please inserta. Registration No **[SUPPLIER TO POPULATE]**b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) €**0 Refer to terms and conditions of contract** |
| **Transparency**  |
| Should the Tenderer be awarded a Contract resulting from this Tender, it understands that the Authority may publish the content of the Contract to the general public. The Commercially Sensitive Information which forms part of the Purchase Order is completed to assist the Authority in applying the appropriate exemptions in the FOIA and the EIR. |
| 1. We certify that the offer made in connection with the above Tender is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any third party. Arrangement in this context includes any transaction or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:
	1. the offered price has not been divulged to any third party person,
	2. no arrangement has been made with any third party that they should refrain from tendering,
	3. no arrangement with any third party has been made to the effect that we will refrain from bidding on a future occasion,
	4. no discussion with any third party has taken place concerning the details of either’s proposed price, and
	5. no arrangement has been made with any third party otherwise to limit genuine competition.
2. We understand that any instances of illegal cartels, market sharing arrangements or other anti-competitive practices, suspected by the Ministry of Defence will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.
3. We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.
4. We agree that the Authority may share the Contractor’s information / documentation (submitted to the Authority during this procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in DEFFORM 539A.
 |
| **Dated this [SUPPLIER TO POPULATE] day of [SUPPLIER TO POPULATE] Year [SUPPLIER TO POPULATE]** |
| **Signature: [SUPPLIER TO POPULATE] In the capacity of [SUPPLIER TO POPULATE]** (State official position e.g. Director, Manager, Secretary etc.) |
| **Name:** (in BLOCK CAPITALS) **[SUPPLIER TO POPULATE]****duly authorised to sign this Tender for and on behalf of:****[SUPPLIER TO POPULATE]** (Tenderer's Name) | **Postal Address:** **[SUPPLIER TO POPULATE]****Telephone No: [SUPPLIER TO POPULATE]****Email: [SUPPLIER TO POPULATE]** |

**ANNEX B**

**SC1A ITT Ref No 703860450**

**Ministry of Defence**

# Tender Evaluation Criteria

**Lowest Price Methodology – Lowest Cost Tender**

1. This section details how your Tender will be evaluated.
2. Tenders will be reviewed to ensure technical and commercial requirements can be met and responses are compliant. The Tenderer with the lowest priced Tender that has passed the technical and commercial assessment and been deemed compliant will be awarded any resultant contract.
3. Any Tender which is considered non-compliant for any Tender Compliance, Technical or Commercial criteria will be excluded from the competition and not receive an Evaluation Score. For information the Tender Compliance and Technical criteria fall within the Technical envelope on the DSP, the Commercial criteria falls within the Commercial Envelope on the DSP.
4. Tenderers will be evaluated based on the contents of their Tender response only. Technical Evaluation will be undertaken independently from Tender Compliance and Commercial Evaluations. Technical evaluators will have no knowledge of associated prices.
5. Should any exclusions, assumptions, dependencies or caveats apply to your Tender or any of the goods and/or services that you would provide when delivering the requirements, these should be clearly indicated in the relevant areas of the Tender.
6. Tenderers must submit their tender response in accordance with this Annex B and in conjunction with the guidance contained on the DSP.

**Tender Compliance Evaluation**

1. Tenderers are required to complete and return the mandatory documentation and information set out in Defence Sourcing Portal. Tender Compliance will assess if:
* The Tender was received within the due date and time
* The Statement Relating to Good Standing has been completed and submitted
* Tender Offer Annex A has been completed and submitted
* The Purchase Order has been completed and submitted
* All Terms & Conditions have been accepted
* Tender validity has been confirmed as 30 days
1. If a Tenderer does not provide any of the items listed at point 7, they may be considered non-compliant.
2. The Authority reserves the right to undertake a financial health check of Tenderers as part of the Tender Compliance Evaluation. The Authority reserves to exclude Tenderers if there are concerns over their financial health.

**Technical Evaluation**

1. The Technical Evaluation will assess a Tenderers compliance against each of the technical criteria listed within the Authority’s Statement of Requirement.
2. Technical questions within the DSP are ‘Pass/Fail’ and Tenderers will confirm their answer to each question by selecting the appropriate option from the drop-down menu.
3. For mandatory criteria; if Tenderers are unwilling or unable to answer ‘Yes’ (and therefore receive a ‘Pass’ mark) for any mandatory items, their submission will be deemed non-compliant and shall be rejected. Evaluation will cease and their tender will not progress to commercial evaluation.
4. For desirable criteria; if Tenderers are unwilling or unable to answer ‘Yes’, their submission will still be deemed compliant and proceed to commercial evaluation. Responses to desirable criteria are for information only.
5. Tenderers are required to submit a specification sheet for proposed vehicles. Evaluators will use this for the purposes of substantiating Tenderers ‘Yes/No’ responses to mandatory and desirable criteria listed in Serials 2-6 of the Statement of Requirements.

**Commercial Evaluation**

1. The Commercial Evaluation will assess the Total Price the Tenderer has offered to deliver all the requirements set out in the Statement of Requirement.
2. All prices must be submitted in €EUR ex VAT. Any contract awarded as a result of this requirement will be paid in €EUR.
3. Prices should be provided for each item listed in the DSP Commercial Envelope – Schedule of Requirements. This must reflect the costs input in the Purchase Order – Schedule of Requirements.
4. The Total Bid price as input on the DSP will be used for the purposes of the price evaluation. Tenderers should note that Cyber Essentials costing will not form part of the tender evaluation but where deemed appropriate would form part of the overall contract value.

**Consensus Marking**

1. The technical compliance marking will be a two-step process comprising of technical evaluation by independent evaluators followed by a consensus meeting.
2. During the independent evaluation process, each evaluator will separately (i.e. without conferring with other evaluators) validate Tenderer responses based on vehicle specification sheets submitted in support of ‘Yes/No’ answers provided.
3. Once the independent evaluation process has been completed a group meeting shall take place to confirm that a consensus has been met.

**Lowest Price Tender Example**

1. Below is an example for illustrative purposes:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Tender** | **Commercial Assessment** | **Technical Assessment** | **Cost (€NPV)** | **Rank** |
| A | Pass | Pass | 20 | 1 |
| B | Pass | Pass | 24 | 2 |
| C | Pass | Pass | 29 | 3 |
| D | Pass | Fail | 22 | N/A |
| E | Fail | Fail | 30 | N/A |

**PURCHASE ORDER**

**Contract No:** 703860450

**Contract Name:** Purchase of Small Electric Vehicles for BFC

**Dated:** 23 May 2022

Supply the Deliverables described in the Schedule to this Purchase Order, subject to the attached MOD Terms and Conditions for Less Complex Requirements (up to £122,979).

|  |  |
| --- | --- |
| **Contractor** | **Quality Assurance Requirement (Clause 8)** |
| Name: **[SUPPLIER TO POPULATE]**     Registered Address: **[SUPPLIER TO POPULATE]**      | **Quality Assurance Conditions** **AQAP 2131**NATO Quality Requirements for Final Inspection. Edition C Version 1 |
| **Consignor (if different from Contractor’s registered address)** | **Transport Instructions (Clause 10)** |
| Name**: [SUPPLIER TO POPULATE]**     Address: **[SUPPLIER TO POPULATE]**      | To be Delivered by the Contractor.   Each consignment of the Deliverables shall be accompanied by a delivery note. |
| **Progress Meetings (Clause 13)** | **Progress Reports (Clause 13)** |
| The Contractor shall be required to attend the following meetings:Progress meetings are not required for this contract; however, they can be requested by the Authority at any time.  | The Contractor is required to submit the following Reports:Progress reports are not required for this contract, however, they can be requested by the Authority. Any reports are to be provided via email. |

|  |
| --- |
| **Payment (Clause 14)** |
| Payment is to be enabled by CP&F. |

|  |  |
| --- | --- |
| **Forms and Documentation** | **Supply of Hazardous Deliverables (Clause 9)** |
| Forms can be obtained from the following websites:<https://www.aof.mod.uk/aofcontent/tactical/toolkit>(Registration is required). <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing><https://www.dstan.mod.uk/>(Registration is required).The MOD Forms and Documentation referred to in the Conditions are available free of charge from:Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C SiteLower ArncottBicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)Applications via email: DESLCSLS-OpsFormsandPubs@mod.ukIf you require this document in a different format (i.e. in a larger font) please contact the Authority’s Representative (Commercial Officer), detailed below. | A completed DEFFORM 68 and, if applicable, Safety Data Sheet(s) are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:a. The Commercial Officer detailed in the Purchase Order, and b. DSA-DLSR-MovTpt-DGHSIS@mod.ukby the following date: 30 June 2022 2022or if only hardcopy is available to the addresses below:Hazardous Stores Information System (HSIS)Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019MOD Abbey Wood (North)Bristol BS34 8QW |

|  |
| --- |
| **Contractor Commercially Sensitive Information (Clause 5). Not to be published.** |
| **Description of Contractor’s Commercially Sensitive Information:**[SUPPLIER TO POPULATE] |
| **Cross reference to location of sensitive information:**[SUPPLIER TO POPULATE] |
| **Explanation of Sensitivity:**[SUPPLIER TO POPULATE] |
| **Details of potential harm resulting from disclosure:**[SUPPLIER TO POPULATE] |
| **Period of Confidence (if Applicable):** [SUPPLIER TO POPULATE] |
| **Contact Details for Transparency / Freedom of Information matters:** [SUPPLIER TO POPULATE]**Name:****Position:****Address:****Telephone Number:****E-mail Address:** |

|  |
| --- |
| **Offer and Acceptance** |
| A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for       days from the date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (Up to £122,979).Name (Block Capitals): [SUPPLIER TO POPULATE]Position: [SUPPLIER TO POPULATE]For and on behalf of the ContractorAuthorised Signatory ………………………………..Date: [SUPPLIER TO POPULATE] | B) AcceptanceName (Block Capitals):Position:For and on behalf of the AuthorityAuthorised Signatory ………………………………..Date: |
| **C) Effective Date of Contract:**       |

**SCHEDULE OF REQUIREMENTS FOR THE SUPPLY OF SMALL ELECTRIC VEHICLES FOR BFC**

|  |
| --- |
| **Contractor Deliverables** |
| **Item Number** | **Specification** | **Delivery Date** | **Total Qty** | **Firm Price (€) Ex VAT** |
| **Per Item** | **Total inc. Packaging** |
| 1 | Cost for Small Electric Vehicles in line with Statement of Requirements | [SUPPLIER TO POPULATE] | 1 | [SUPPLIER TO POPULATE] | [SUPPLIER TO POPULATE] |
| 2 | Commercial Delivery to British Forces Cyprus in line with Statement of Requirements for initial purchase.  | [SUPPLIER TO POPULATE] | 1 | [SUPPLIER TO POPULATE] | [SUPPLIER TO POPULATE] |
| 3 | **Cyber Essentials**Please provide a breakdown of your costs to implement cyber essentials, MOD will assess these costs and where they are deemed fair and reasonable may reimburse the Contractor. If no costing breakdown information is supplied there will be no consideration for reimbursement. Please refer to the DSP for further information.  | [SUPPLIER TO POPULATE] | 1 | [SUPPLIER TO POPULATE] | [SUPPLIER TO POPULATE] |
|  |  |  |  |  |  | **Total Price** | [SUPPLIER TO POPULATE] |

**Please Note:**

The Authority has requested a unit cost and confirmation of how many vehicles the tenderer can provide as part of this tender exercise. The Authority intends to purchase four vehicles, however, quantities ordered will be dependent on availability of the successful supplier.

**DEFFORM 111**

**Appendix - Addresses and Other Information**

**1. Commercial Officer**

Name: UK Strat Com Commercial Officer

Address: **[To be populated at Contract Award]**

Email: **[To be populated at Contract Award]**

((: **[To be populated at Contract Award]**

**2. Project Manager, Equipment Support Manager or PT Leader** (from whom technical information is available)

Name: J4 SO2 Transport

Address: **[To be populated at Contract Award]**

Email: **[To be populated at Contract Award]**

((: **[To be populated at Contract Award]**

**3. Packaging Design Authority** Organisation & point of contact:

(Where no address is shown please contact the Project Team in Point 2)

((

**4. (a) Supply / Support Management Branch or Order Manager:**

**Branch/Name:** J4 SO2 Transport

**(b) U.I.N.** TBC

**5. Drawings/Specifications are available from Project Manager**

**6.** **Intentionally Blank**

**7.** **Quality Assurance Representative:**

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

**AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.gateway.isg-r.r.mil.uk>[/index.html](file:///C%3A%5Cu07%5Cappmprod%5Clog%5CC%3A.html%C2%BF) [intranet] or https://www.dstan.mod.uk/ [extranet, registration needed].

**8. Public Accounting Authority**

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

(( 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

(( 44 (0) 161 233 5394

**9. Consignment Instructions** The items are to be consigned as follows if the Contractor is based outside of the Republic of Cyprus:

COSU JMETS VSS
C/O JSPU
RAF Akrotiri
BFPO 57

NOTIFY PARTY:

CPPC Logistic Group of Companies
C/O JSPU
Shed 2
Limassol’s New Port
3054 Limassol
Cyprus
Tel: 00357 2582 7132
Fax: 00357 2582 7121
Email: sp@cppcgroup.com

**10. Transport.** The appropriate Ministry of Defence Transport Offices are:

**A. DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS (( 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS (( 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS (( 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS (( 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

**B.JSCS**

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

Users requiring an account to use the MOD Freight Collection Service should contact DESWATERGUARD-ICS-Support@mod.gov.uk in the first instance.

**11. The Invoice Paying Authority**

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

(( 0151-242-2000 Fax: 0151-242-2809

**Website is:** [https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing](#https://www.gov.uk/government/organisations/ministry_of_defence/about/procurement)

**12. Forms and Documentation are available through \*:**

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arncott, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

**Applications via fax or email:** Leidos-FormsPublications@teamleidos.mod.uk

**\* NOTE**

**1.** Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

**2.** If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

**DEFFORM 68**

**(Edn 09/21)**

**Hazardous Articles, Deliverables, Materials or Substances Statement by the Contractor**

Contract Number: 703860450

Contract Title: Purchase of Small Electric Vehicles for British Forces Cyprus

Contractor: [SUPPLIER TO POPULATE]

Date of Contract: [SUPPLIER TO POPULATE]

\* To the best of our knowledge there are no hazardous Articles, Deliverables, materials or substances to be supplied. [ ]

\* To the best of our knowledge the hazards associated with Articles, Deliverables, materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty:     ) attached in accordance with either:

DEFCON 68[ ]  ; or

Condition 9 of Standardised Contract 1A/B Conditions [ ] ;

Contractor’s Signature:

Name:

Job Title:

Date:

\* check box (☒) as appropriate

**To be completed by the Authority**

DMC:

NATO Stock Number:

Contact Name:

Contact Address:

Contact Phone Number:

Contact Email Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)

Department of Safety & Environment, Quality and Technology (D S & EQT)

Spruce 2C, #1260

MOD Abbey Wood (South)

Bristol, BS34 8JH

Email: DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk

**Standardised Contracting Terms**

**SC1A (Edn 10/21)**

**1 Definitions - In the Contract:**

**The Authority** means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

**Business Day** means 09:00 to 17:00 Monday to Friday, excluding UK public and statutory holidays;

**Contract** means the agreement concluded between the Authority and the Contractor, including all terms and conditions, associated purchase order, specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c;

**Contractor** means the person, firm or company specified as such in the purchase order. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be;

**Contractor Commercially Sensitive Information** means the information listed as such in the purchase order, which is information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

**Contractor Deliverables** means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule to the purchase order;

**Effective Date of Contract** means the date stated on the purchase order or, if there is no such date stated, the date upon which both Parties have signed the purchase order;

**Firm Price** means a price excluding Value Added Tax (VAT) which is not subject to variation;

**Hazardous Contractor Deliverable** means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;

**Legislation** means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972.

**Notices**  means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

**Parties** means the Contractor and the Authority, and Party shall be construed accordingly;

**Transparency Information** means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract.

**2 General**

a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.

b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.

c. If there is any inconsistency between these terms and conditions and the purchase order or the documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:

(1) the terms and conditions;

(2) the purchase order; and

(3) the documents expressly referred to in the purchase order.

d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.

g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

**3 Application of Conditions**

a. The purchase order, these terms and conditions and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.

b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

**4 Disclosure of Information**

Disclosure of information under the Contract shall be managed in accordance with DEFCON 531 (SC1).

**5 Transparency**

a. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.

b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including the Contractor Commercially Sensitive Information.

c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor’s rights at law.

**6 Notices**

a. A Notice served under the Contract shall be:

(1) in writing in the English Language;

(2) authenticated by signature or such other method as may be agreed between the Parties;

(3) sent for the attention of the other Party’s representative, and to the address set out in the purchase order;

(4) marked with the number of the Contract; and

(5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the purchase order, by electronic mail.

b. Notices shall be deemed to have been received:

(1) if delivered by hand, on the day of delivery if it is the recipient’s Business Day and otherwise on the first Business Day of the recipient immediately following the day of delivery;

(2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;

(3) if sent by facsimile or electronic means:

(a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient’s time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or

(b) if transmitted at any other time, at 09:00 on the first Business Day (recipient’s time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

**7 Intellectual Property**

a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.

b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim

**8 Supply of Contractor Deliverables and Quality Assurance**

a. This Contract comes into effect on the Effective Date of Contract.

b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Schedule to the purchase order.

c. The Contractor shall ensure that the Contractor Deliverables:

(1) correspond with the specification;

(2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor’s skill and judgement; and

(3) comply with any applicable Quality Assurance Requirements specified in the purchase order.

d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

**9 Supply of Data for Hazardous Contractor Deliverables**

a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Schedule to the purchase order:

(1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;

(2) the International Maritime Dangerous Goods (IMDG) Code;

(3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and

(4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).

b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

c. As soon as possible and in any event within the period specified in the purchase order (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority’s representatives in the manner and format prescribed in the purchase order:

(1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and

(2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.

d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the extant UK REACH Regulation and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:

 (1) information required by the Classification, Labelling and Packaging (GB CLP) Regulation or any replacement thereof; and

(2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the extant Ionising Radiation Regulations, details of the activity, substance and form (including any isotope); and

(3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.

e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority’s representatives on request.

f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.

g. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

**10 Delivery / Collection**

a. The purchase order shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.

b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.

c. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

**11 Marking of Contractor Deliverables**

a.        Each Contractor Deliverable shall be marked in accordance with the requirements specified in the purchase order. or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number shown in the Contract.

b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.

c. The marking shall include any serial numbers allocated to the Contractor Deliverable.

d.        Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

**12 Packaging and Labelling of Contractor Deliverables (Excluding Contractor Deliverables Containing Ammunition or Explosives)**

The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the purchase order and Def Stan 81-041 (Part 1 and Part 6).

**13 Progress Monitoring, Meetings and Reports**

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the purchase order and shall ensure that its Contractor’s representatives are suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

**14 Payment**

a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.

c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.

d. Where the Authority fails to comply with clause 14b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.

e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor’s obligations nor as a waiver of its rights and remedies under this Contract.

f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

**15 Dispute Resolution**

a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.

b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

**16 Termination for Corrupt Gifts**

The Authority may terminate the Contract with immediate effect, without compensation, by giving written notice to the Contractor at any time after any of the following events:

a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):

(1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;

(2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;

(3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:

(1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;

(2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):

(a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;

(b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.

c. Where the Contract has been terminated under Clause 16.a.the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

**17 Material Breach**

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of its obligations under the Contract. Where the Authority has terminated the Contract under Clause 17 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor’s material breach of the Contract.

**18 Insolvency**

The Authority shall have the right to terminate the contract if the Contractor is declared bankrupt or goes into liquidation or administration. This is without prejudice to any other rights or remedies under this Contract.

**19**    **Limitation of Contractor’s Liability**

a. Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).

b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:

(1) for:

a. any liquidated damages (to the extent expressly provided for under this Contract);

b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor’s failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);

c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;

d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;

(2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;

(3) for death or personal injury caused by the Contractor’s negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;

(4) for fraud, fraudulent misrepresentation, wilful misconduct or negligence;

(5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;

(6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or

(7) for any other liability which cannot be limited or excluded under general (including statute and common) law.

c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

**20 Project specific DEFCONs and DEFCON SC variants that apply to this Contract:**

**DEFCON 502 (SC1)**

DEFCON 502 (SC1) (Edn. 12/16) - Specifications Changes

**DEFCON 503 (SC1)**

DEFCON 503 (SC1) (Edn. 07/21) - Formal Amendments To Contract

**DEFCON 531 (SC1)**

DEFCON 531 (SC1) (Edn. 06/17) - Disclosure of Information

**DEFCON 534**

DEFCON 534 (Edn. 06/21) - Subcontracting and Prompt Payment

**DEFCON 537**

DEFCON 537 (Edn. 06/02) - Rights of Third Parties

**DEFCON 538**

DEFCON 538 (Edn. 06/02) - Severability

**DEFCON 566**

DEFCON 566 (Edn. 12/18) - Change of Control of Contractor

**DEFCON 113**

DEFCON 113 (Edn. 02/17) - Diversion Orders

**DEFCON 532A**

DEFCON 532A (Edn. 04/20) -Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

**DEFCON 608**

DEFCON 608 (Edn. 07/21) - Access and Facilities to be Provided by the Contractor

**DEFCON 624 (SC1)**

DEFCON 624 (SC1) (Edn. 12/16) - Use of Asbestos

**DEFCON 627**

DEFCON 627 (Edn. 11/21) - Quality Assurance - Requirement for a Certificate of Conformity

**DEFCON 637**

DEFCON 637 (Edn. 05/17) - Defect Investigation and Liability

**DEFCON 646**

DEFCON 646 (Edn. 10/98) - Law and Jurisdiction (Foreign Suppliers)

**DEFCON 658 (SC1)**

DEFCON 658 (SC1) (Edn. 09/21) - Cyber

**DEFCON 524A (SC1)**

DEFCON 524A (SC1) (Edn. 08/20) – Counterfeit Materiel

**21 The special conditions that apply to this Contract are:**

**VAT**

British Forces Cyprus is exempt from payment of VAT on goods or services received in Cyprus for their official use. Therefore, all prices quoted are Zero rated.

**Insurance**

The Contractor shall at all times hold adequate Insurance for his obligations under this Contract. In particular, and without prejudice to the generality of the above, insurance that will cover risks of claims for the following:

* + - Death of, or injury to any third party occasioned through accident involving any vehicle/s supplied under this Contract.
		- Loss of, or damage to third party property caused through accident involving any vehicle/s supplied under this Contract.
		- Death of, or injury to any authorised personnel being carried in the vehicle/s supplied under this Contract

The Contractor shall not sub-contract its obligations to provide Services under the Contract unless it is satisfied that the Sub-contractor holds adequate Insurance against liability arising from negligent performance of such Services.

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# Applicability of UK Legislation

Where this document makes reference to UK legislation and the legislation does not apply in the Sovereign Base Areas, the Contractor shall take it as meaning that they are contracted to operate as if the standards quoted do apply. This is subject to Contractor’s personnel complying with the local laws.

It is the responsibility of the Contractor to ensure that the activities under the Contact do not breach any local laws.

The Contractor is to indemnify the Authority against any liability cause by the activities of the Contractor’s personnel breaching local laws.

# Contractors Personnel

All employees of the Contract and/or any sub-contractor engaged in connection with the Contractor’s performance of its obligation under the Contract shall be appropriately qualified and competent to perform the activities in which they are engaged and shall be in all respect acceptable to the Authority.

If the Authority shall consider any employee to be unacceptable then the Authority will call a meeting within three (3) days of any notification relating to the Contractors employees, to be held at the Authority’s premises with senior representation from the Contractor. Following this meeting the Contractor shall immediately take such action as agreed to resolve the issues and notify the Authority of the outcome as necessary.

The contractor shall ensure that there shall be no conflict for the employees between the demands of this Contract and the demands of any other Contract in which these employees may be engaged on from time to time.

The Contractor shall be responsible for the observance by himself, his employees and sub-contractors, of all safety precautions necessary for the protection of himself, his employees, sub-contractors and any other persons including all precautions required to be taken by or under any Act of Parliament including regulation or bye-law of any local or other authority. He shall operate fully with the Authority to ensure the proper discharge of these duties.

**General Conditions**

**Third Party IPR Authorisation**

AUTHORISATIONBY THE CROWN FOR USE OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS

Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

**Payment Terms**

Payment shall be made in arrears following delivery, inspection and acceptance of vehicles in line with the Statement of Requirements.